



BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN  
REGULATORY AUTH.

Guy M. Hicks  
General Counsel  
'01 FEB 16 PM 3 51

February 16, 2001  
OFFICE OF THE  
EXECUTIVE SECRETARY  
615 214 6301  
Fax 615 214 7406

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

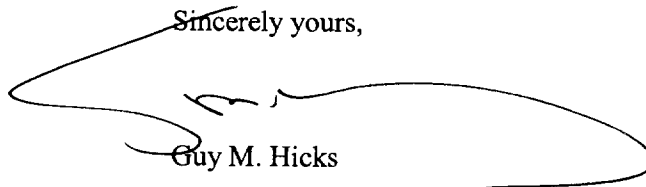
Re: *Approval of the Amendment to the Cross Connect Agreement Negotiated by BellSouth Telecommunications, Inc. and ITC DeltaCom Communications, Inc., d/b/a ITC DeltaCom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. 00-01110

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, *ITC DeltaCom Communications, Inc., d/b/a ITC DeltaCom* and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Cross Connect Agreement dated November 16, 2000.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Senior Manager – Industry Relations, ITC DeltaCom  
Director – Regulatory Affairs, ITC DeltaCom

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Cross Connect Agreement Negotiated by BellSouth Telecommunications, Inc. and ITC`DeltaCom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 00-01110

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE CROSS CONNECT AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND ITC `DELTACOM COMMUNICATION, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, ITC`DeltaCom Communication, Inc. D/B/A ITC`DeltaCom ("ITC`DeltaCom") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Cross Connect Agreement dated November 16, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, ITC`DeltaCom and BellSouth state the following:

1. ITC`DeltaCom and BellSouth filed a Cross Connect Agreement with the Tennessee Regulatory Authority ("TRA") on December 14, 2000 for approval.
2. The parties have recently negotiated an Amendment to the Cross Connect Agreement which corrects a Section reference in Section 12.4 of the General Terms and Conditions; modifies the first paragraph of the General Terms and Conditions; inserts the rates for fiber cross connects for virtual collocation in Attachment 1 of the Agreement; and includes a Certification Number for electronic filing in the State of Louisiana. In addition, the signature page of the Cross Connect Agreement has been dated. A copy of the Amendment and the dated signature page is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ITC^DeltaCom and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and ITC^DeltaCom within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. ITC^DeltaCom and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

ITC^DeltaCom and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 16<sup>th</sup> day of February, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

**Amendment to the Cross Connect Agreement  
By and Between BellSouth Telecommunications, Inc.  
and ITC^DeltaCom Communication, Inc.  
d/b/a ITC^DeltaCom Telecom d/b/a ITC^DeltaCom  
Dated November 16, 2000**

This Agreement refers to the Cross Connect Agreement ("the Agreement") entered into ITC^DeltaCom Communication, Inc. d/b/a ITC^DeltaCom ("ITC^DeltaCom") and BellSouth Telecommunications, Inc. ("BellSouth") on November 16, 2000. This Amendment ("Amendment") is made by and between ITC^DeltaCom and BellSouth and shall be deemed effective on the date executed by ITC^DeltaCom and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ITC^DeltaCom and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete in its entirety the Section 12.4 of the General Terms and Conditions of the Agreement and replace it with the following:

12.4 In the event that any final and effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ITC^DeltaCom or BellSouth to perform any material terms of this Agreement, ITC^DeltaCom or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 8.

2. The Parties hereby mutually agree to delete in its entirety the first paragraph of the General Terms and Conditions of the Cross Connect Agreement and replace it with the following:

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, ITC^DeltaCom Communication, Inc. d/b/a ITC^DeltaCom ("ITC^DeltaCom"), an Alabama corporation, and shall be deemed effective as of the date of signatures by both parties. This Agreement may refer to either BellSouth or ITC^DeltaCom or both as a "Party" or "Parties."

3. The Parties also agree to insert into Attachment 1 of the Agreement the rates for fiber cross connects for virtual collocation contained in Exhibit A of this Amendment.


4. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by ITC^DeltaCom prior to filing of the Agreement. The CLEC Louisiana Certification Number for ITC^DeltaCom is TSP00128.

5. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

6. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (3) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ITC^DeltaCom Communications, Inc.

  
Signature

JERRY W. WATTS  
Name

VICE PRESIDENT  
Title

FEB 13, 2001  
Date

BellSouth Telecommunications, Inc.

  
Signature

Patricia C. Frazier  
Name

MANAGING DIRECTOR  
Title

6/14/01  
Date

Exhibit A

Schedule of Rates and Charges

For Fiber Cross Connects For Virtual Collocation

Element	U8OC	AL	FL	GA	LA	M8	8C	TN
2-fiber								
Recurring								
NRC - 1"	CNC2F	\$12.10	NA	\$15.84	\$19.13	\$15.84	\$15.05	\$15.84
NRC - Add'l	CNC2F	\$55.48	NA	\$41.58	\$41.07	\$41.58	\$89.28	\$41.56
NRC- Disconnect-1"	CNC2F	\$39.18	NA	\$29.82	\$29.83	\$29.82	\$48.89	\$29.82
NRC- Disconnect-Add'l	CNC2F	\$16.83	NA	NA	\$12.84	\$12.88	NA	NA
4-fiber								
Recurring								
NRC - 1"	CNC4F	\$21.75	NA	\$28.11	\$34.38	\$28.11	\$27.08	\$28.11
NRC - Add'l	CNC4F	\$68.71	NA	\$50.53	\$49.81	\$50.53	\$84.07	\$50.53
NRC-Disconnect-1"	CNC4F	\$50.43	NA	\$38.78	\$38.37	\$38.78	\$83.68	\$38.78
NRC- Disconnect-Add'l	CNC4F	\$21.88	NA	NA	\$16.75	\$16.97	NA	NA
	CNC4F	\$18.31	NA	NA	\$14.20	\$14.35	NA	NA

**18. Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**19. Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**20. Performance Standards and Measures**

For purposes of this Agreement, Performance Standards and Measures shall be applied in compliance with any state or federal rule or regulation.

**21. Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

**BellSouth Telecommunications, Inc.**

Pat C. Fowler  
Signature

Patricia C. Fowler  
Name

MANAGING DIRECTOR  
Title

11/16/00  
Date

**ITC^DeltaCom Communications, Inc.**

Tom Mullis  
Signature

Tom Mullis  
Name

Vice President & Head General Counsel  
Title

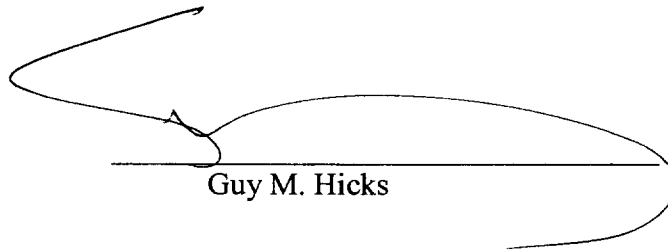
11/17/00  
Date

## CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 16<sup>th</sup> day of February, 2001:

ITC\*DeltaCom  
Senior Manager – Industry Relations  
1530 DeltaCom Drive  
P.O. Box 787  
Anniston, AL 36202

Director-Regulatory Affairs  
ITC\*DeltaCom  
4092 South Memorial Parkway  
Huntsville, AL 35802



Guy M. Hicks